Case 17-11397-amc Doc 66 Filed 05/11/18 Entered 05/12/18 00:58:08 Desc Imaged

Certificate of Notice Page 1 of 5
United States Bankruptcy Court
Eastern District of Pennsylvania

In re: Joseph A. Saraceni Debtor Case No. 17-11397-amc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: John Page 1 of 2 Date Rcvd: May 09, 2018 Form ID: pdf900 Total Noticed: 12

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 11, 2018. db +Joseph A. Saraceni, 609 Pickett Way, West Chester, PA 19382-5909 +BANK OF AMERICA, N.A., 16001 N. Dallas Pkwy, Add ECMC, P.O. BOX 16408, ST. PAUL, MN 55116-0408 Addison, TX 75001-3311 cr cr +Tague Lumber of Media, Inc., c/o Scott F. Waterman, Esquire, 110 W. Front Street, cr Media, PA 19063-3208 c/o Portnoff Law Associates, Ltd., P.O. Box 3020, cr +Westtown Township, Norristown, PA 19404-3020 13905597 +THE BANK OF NEW YORK MELLON, FOR THE CWABS, INC. SERIES 05-00004, c/o MATTEO SAMUEL WEINER, 701 Market Street, Suite 5000, Philadelphia, PA 19106-1541 +The Bank of New York Mellon as Trustee, Serviced by Select Portfolio Servicing,, 3217 S. Decker Lake Dr., Salt Lake City, UT 84119-3284 13969930 The Bank of New York Mellon, et al, c/o Bank of America, N.A., PO Box 31785, 13920506 Tampa, FL 33631-3785 Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. E-mail/Text: bankruptcy@phila.gov May 10 2018 02:49:20 City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595 E-mail/Text: RVSVCBICNOTICE1@state.pa.us May 10 2018 02:48:36 smg Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946 +E-mail/Text: usapae.bankruptcynotices@usdoj.gov May 10 2018 02:48:58 U.S. Attorney Office. smq +E-mail/PDF: gecsedi@recoverycorp.com May 10 2018 02:44:43 cr c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021 TOTAL: 4 ***** BYPASSED RECIPIENTS (undeliverable, * duplicate) ***** ##+SELECT PORTFOLIO SERVICING, INC., 3815 South West Temple, Salt Lake City, UT 84115-4412 cr TOTALS: 0, * 0, ## 1

Addresses marked $^{\prime}+^{\prime}$ were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 11, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 9, 2018 at the address(es) listed below: JAMES RANDOLPH WOOD on behalf of Creditor Westtown Township jwood@portnoffonline.com, jwood@ecf.inforuptcy.com MATTEO SAMUEL WEINER on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-4 bkgroup@kmllawgroup.com REBECCA ANN SOLARZ on behalf of Creditor The Bank of New York Mellon as Trustee for CWABS, Inc. Asset-Backed Certificates, Series 2005-4 bkgroup@kmllawgroup.com REBECCA ANN SOLARZ on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-4 bkgroup@kmllawgroup.com SCOTT F. WATERMAN on behalf of Creditor Tague Lumber of Media, Inc. scottfwaterman@gmail.com, scottfwaterman@gmail.com on behalf of Debtor Joseph A. Saraceni stan.luongo@luongobellwoar.com, STANLEY E. LUONGO, JR. nicole.werner@luongobellwoar.com USTPRegion03.PH.ECF@usdoj.gov United States Trustee

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District/off: 0313-2 Page 2 of 2 Total Noticed: 12 Date Rcvd: May 09, 2018 User: John

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

WILLIAM C. MILLER, Esq. ecfemails@phl3trustee.com, philaecf@gmail.com

TOTAL: 8

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Joseph A. Saraceni d/b/a Saraceni Construction d/b/a Joseph Saraceni Construction d/b/a Joe Saraceni Construction

Debtor

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-4

Movant

vs.

Joseph A. Saraceni d/b/a Saraceni Construction d/b/a Joseph Saraceni Construction d/b/a Joe Saraceni Construction

<u>Debtor</u>

Rosemary E. Saraceni

Co-Debtor

William C. Miller Esq.

<u>Trustee</u>

CHAPTER 13

NO. 17-11397 AMC

11 U.S.C. Sections 362 and 1301

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is \$7,402.73, which breaks down as follows;

Post-Petition Payments:

December 2017 to January 2018 at \$1,452.47/month

February 2018 to March 2018 at \$1,508.78/month

April 2018 at \$1,598.81/month

Suspense Balance:

\$118.58

Total Post-Petition Arrears

\$7,402.73

- The Debtors shall cure said arrearages in the following manner;
- a). Within seven (7) days of the filing of this Stipulation, Debtors shall tender a down payment of \$2,000.00.
- b). Beginning on May 1, 2018 and continuing through October 1, 2018, until the arrearages are cured, Debtors shall pay the present regular monthly payment of \$1,598.81 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month, plus an installment payment of \$900.46 from May 2018 to September 2018 and \$900.43

for October 2018 towards the arrearages on or before the last day of each month at the address below;

Select Portfolio Servicing, Inc. P.O. Box 65450 Salt Lake City, UT 84165

c). Maintenance of current monthly mortgage payments to the Movant

thereafter.

3. Should debtors provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtors and Debtors' attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtors should fail to cure the default within fifteen (15) days, the Movant may file a Certification

of Default with the Court and the Court shall enter an Order granting the Movant relief from the

automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

The parties agree that a facsimile signature shall be considered an original signature.

Date: April 26, 2018

By: /s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire Attorney for Movant

Ashely M. Chan